

**COMMISSIONERS JOURNAL NO. 53 - DELAWARE COUNTY  
MINUTES FROM REGULAR MEETING HELD OCTOBER 26, 2009**

**THE BOARD OF COMMISSIONERS OF DELAWARE COUNTY MET IN REGULAR SESSION ON THIS DATE WITH THE FOLLOWING MEMBERS PRESENT:**

**Present: Todd Hanks, Ken O'Brien, Tommy Thompson**

**RESOLUTION NO. 09-1344**

**IN THE MATTER OF APPROVING THE ELECTRONIC RECORD OF THE PROCEEDINGS FROM REGULAR MEETING HELD OCTOBER 22, 2009:**

It was moved by Mr. O'Brien, seconded by Mr. Hanks to approve the following:

WHEREAS, the Board of Commissioners of Delaware County, Ohio (the "Board") met in regular session on October 22, 2009; and

WHEREAS, the Clerk of the Board has certified, pursuant to section 305.11 of the Ohio Revised Code, that the entire record of the proceedings at that meeting is completely and accurately captured in the electronic record of those proceedings;

NOW, THEREFORE, BE IT RESOLVED that the Board hereby approves the electronic record of proceedings at the previous meeting.

Vote on Motion Mr. Thompson Aye Mr. O'Brien Aye Mr. Hanks Aye

**PUBLIC COMMENT**

**Commissioner O'Brien recused himself from the following resolution**

**RESOLUTION NO. 09-1345**

**IN THE MATTER OF APPROVING PURCHASE ORDERS, THEN AND NOW CERTIFICATES, AND PAYMENT OF WARRANTS IN BATCH NUMBERS CMAPR1023, MEMO TRANSFERS IN BATCH NUMBERS MTAPR1023:**

It was moved by Mr. Hanks, seconded by Mr. Thompson to approve Then And Now Certificates, payment of warrants in batch numbers CMAPR1023, memo transfers in batch numbers MTAPR1023 and Purchase Orders as listed below:

<b>PR Number</b>	<b>Vendor Name</b>	<b>Line Desc</b>	<b>Line Account</b>	<b>Line Amount</b>	<b>Line Number</b>
R0906812	SOIL & WATER CONSERVATION DISTRICT	BROOKVIEW ENGINEERING	40311420 - 5301	\$8,851.71	0001
R0906812	SOIL & WATER CONSERVATION DISTRICT	CHADWICK #2 ENGINEERING	40311432 - 5301	\$1,736.02	0002
R0906812	SOIL & WATER CONSERVATION DISTRICT	DUTCHER-SCOTT ENGINEERING	40311421 - 5301	\$5,952.13	0003
R0906812	SOIL & WATER CONSERVATION DISTRICT	MCNAMARA ENGINEERING	40311423 - 5301	\$5,443.20	0004
R0906812	SOIL & WATER CONSERVATION DISTRICT	NUCKLES ENGINEERING	40311413 - 5301	\$3,701.10	0005

**COMMISSIONERS JOURNAL NO. 53 - DELAWARE COUNTY  
MINUTES FROM REGULAR MEETING HELD OCTOBER 26, 2009**

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R0906812	SOIL & WATER CONSERVATION DISTRICT	O'BRIEN ENGINEERING	40311431 - 5301	\$3,158.35	0006
R0906812	SOIL & WATER CONSERVATION DISTRICT	MIDWAY ENGINEERING	40311433 - 5301	\$1,480.14	0007
R0906812	SOIL & WATER CONSERVATION DISTRICT	RHOADS ENGINEERING	40311424 - 5301	\$9,433.33	0008
R0906812	SOIL & WATER CONSERVATION DISTRICT	RUDER-TOOT ENGINEERING	40311417 - 5301	\$4,407.31	0009
R0906812	SOIL & WATER CONSERVATION DISTRICT	SHEETS ENGINEERING	40311425 - 5301	\$3,521.69	0010

<u>Vendor</u>	<u>Description</u>	<u>Account</u>	<u>Amount</u>
<b>PO Decrease</b>			
Adventure Academy	Day Care	22511607-5348	\$ 2,000.00
<b>PO' Increase</b>			
Adventure Academy	Day Care	22411610-5348	\$ 2,000.00
Erin Coomes	Day Care	22411610-5348	\$ 20,000.00
Kiddie Academy	Day Care	22411610-5348	\$ 45,846.12

Vote on Motion Mr. O'Brien Absent/Recused Mr. Thompson Aye Mr. Hanks Aye

**RESOLUTION NO. 09-1346**

**IN THE MATTER OF APPROVING TRAVEL EXPENSE REQUESTS:**

It was moved by Mr. O'Brien, seconded by Mr. Hanks to approve the following:

The Environmental Services Department is requesting that Eric Kletrovetz, Blake Jordan and Marck Lambert attend a Construction Claims Seminar in Columbus, Ohio November 19, 2009; at the cost of \$597.00 (Fund Number 66211902).

The Child Support Enforcement Agency is requesting that Kelly Mills attend an Ohio Child Support Directors Association Planning Committee Meeting in Columbus, Ohio October 28, 2009, at the cost of \$10.00 (Fund Number 23711630).

Vote on Motion Mr. Hanks Aye Mr. Thompson Aye Mr. O'Brien Aye

**RESOLUTION NO. 09-1347**

**SETTING DATE, TIME AND PLACE FOR THE FINAL HEARING BY THE COMMISSIONERS FOR THE O'BRIEN #440 WATERSHED DITCH PETITION PROJECT:**

It was moved by Mr. O'Brien, seconded by Mr. Hanks to approve the following:

Whereas, the Board of Commissioners of Delaware County on February 4, 2008, held a public hearing and determined the action is necessary, conducive to the public welfare, and the benefits derived exceed the cost incurred for the reconstruction and improvement of the O'Brien #440 Watershed Ditch Petition Project, and

Whereas, at that time the Delaware County Commissioners directed the Delaware County Engineer to proceed with the preparation of plans, reports, and schedules for the completion of the ditch project, and

Whereas, the Delaware County Engineer has notified the Commissioners that the plans, reports, and schedules for the construction of O'Brien #440 Watershed Ditch Petition Project are being finalized for their review and consideration.

**COMMISSIONERS JOURNAL NO. 53 - DELAWARE COUNTY  
MINUTES FROM REGULAR MEETING HELD OCTOBER 26, 2009**

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Therefore be it Resolved, the Board of County Commissioners of The County of Delaware have fixed **Monday the 1<sup>st</sup> day of March, 2010, at 7:30 PM** at the Commissioners Hearing Room 101 North Sandusky Street Delaware, Ohio as the time and place of the final hearing by the Commissioners on the report of the County Engineer.

Vote on Motion Mr. Thompson Aye Mr. O'Brien Aye Mr. Hanks Aye

**RESOLUTION NO. 09-1348**

**IN THE MATTER OF AWARDING THE BID AND APPROVING A CONTRACT BETWEEN THE DELAWARE COUNTY BOARD OF COMMISSIONERS AND UNITED PRECAST, INC. FOR FURNISHING PRECAST BOX CULVERT:**

It was moved by Mr. O'Brien, seconded by Mr. Hanks to approve the following:

**DEL-TR29-3.00  
Furnishing Precast Box Culvert  
Bid Opening of October 13, 2009**

Whereas, as the result of the above referenced bid opening, The Engineer recommends that a bid award be made to United Precast, Inc. of Mt. Vernon, Ohio, the low bidder for the project. There were only two bidders on the project; United Precast at a bid of \$53,410 and Mack Industries, Inc. at a bid of \$54,230; and

Whereas, two copies of the Contract with United Precast are available for your approval. The Engineer has received all required documentation (Certification/Affidavit in Compliance with ORC Section 3517.13, Declaration Regarding Material Assistance/Non-assistance to a Terrorist Organization Form) for the approval of this contract;

Now Therefore Be It Resolved, that the Delaware County Board of Commissioners approve the following contract with United Precast, Inc. For Furnishing Precast Box Culvert;

**CONTRACT**

THIS AGREEMENT is made this 26<sup>th</sup> day of October, 2009 by and between United Precast, Inc, hereinafter called the "Contractor" and the Delaware County Commissioners, hereinafter called the "Owner".

United Precast, Inc.  
991 Roundhouse Lane  
Mt. Vernon, OH 43050  
1515 Harmon Ave.  
PO Box 2469  
Columbus, Ohio 43223-2469

The Contractor and the Owner for the considerations stated herein mutually agree as follows:

**ARTICLE 1. Statement of Work**

The Contractor shall furnish all supervision, technical personnel, labor, materials, machinery, tools, equipment, transportation and related services, and perform and complete all work required for the furnishing and installing of precast concrete culvert units embraced in the project named "DEL-TR29-3.00 FURNISHING PRECAST BOX CULVERT" and any required supplemental work for the project all in strict accordance with the Contract Documents.

**ARTICLE 2. The Contract Price**

The Owner will pay the Contractor for the total quantities of work performed at the lump sum price stipulated in the Bid for the respective items of work completed for the sum not to exceed ***Fifty Three Thousand Four Hundred Ten Dollars (\$53,410.00)***, subject to any additions and deductions as provided in the Contract Documents.

**ARTICLE 3. Contract**

The executed Contract Documents shall consist of the following:

- a. This Agreement
- b. Addenda
- c. Invitation to Bid
- d. Specifications and General Provisions
- e. Signed copy of bid

**COMMISSIONERS JOURNAL NO. 53 - DELAWARE COUNTY  
MINUTES FROM REGULAR MEETING HELD OCTOBER 26, 2009**

- f. Work Specifications (including all plans, drawings, etc.)
- g. Federal and State Requirements
- h. This Agreement, together with other documents enumerated above, are as fully a part of the Contract as if hereto attached or herein repeated, forms the Contract between the parties hereto. In the event that any provision in any component part of this Contract conflicts with any provision of any other component part, the provision of the component part first enumerated above shall govern except as otherwise specifically stated.

Vote on Motion Mr. Hanks Aye Mr. Thompson Aye Mr. O'Brien Aye

**RESOLUTION NO. 09-1349**

**IN THE MATTER OF APPROVING TRANSFER OF APPROPRIATIONS FOR DIVISION OF ENVIRONMENTAL SERVICES:**

It was moved by Mr. O'Brien, seconded by Mr. Hanks to approve the following:

Therefore be it resolved that the Board of Commissioners approve the following transfer of appropriations:

Transfer From:	Amount	Reason/Justification	Transferred To:
66211903 - 5260	\$16,500.00	Purchase of Multi Smart Pump Controllers -	66211903 - 5450
66211909 - 5450	\$ 4,300.00	Purchase of Refrigerated Sampler and Accessories	66211909 - 5260

Furthermore be it resolved that the Board of Commissioners execute the following purchase orders:

66290306-5450 for \$16,493.75 to Rawdon Myers Inc for spare pump station controllers

66290406 -5450 for \$9,896.25 to Rawdon Myers Inc for spare pump station controllers

66290902-5260 for \$4,300.00 to Hach Company for a Hach effluent sampler

Vote on Motion Mr. Thompson Aye Mr. O'Brien Aye Mr. Hanks Aye

**RESOLUTION NO. 09-1350**

**IN THE MATTER OF CERTIFICATION OF DELINQUENT ACCOUNTS TO THE COUNTY AUDITOR FOR ACCOUNTS TO BE ASSESSED TO PAYABLE YEAR 2010 TAXES:**

It was moved by Mr. O'Brien, seconded by Mr. Hanks to approve the following:

Whereas, the County owns and operates a Sewer District as authorized by Ohio Revised Code (ORC) 6117, and

Whereas, ORC 6117.02 authorizes the County to set rates and charges for the sanitary services provided by the Sewer District, and

Whereas, when any of the sanitary rates or charges are not paid when due, the board may certify the unpaid rates or charges, together with any penalties, to the County Auditor, who shall place them upon the real property tax list and duplicate against the property served by the connection, and

Whereas, staff has determined that there are unpaid rates and charges that need to be collected, and

Whereas, Sewer District staff recommends collection of the unpaid rates and charges by certifying these delinquent accounts to the County Auditor.

Therefore be it resolved that the Board of County Commissioners certify the delinquent accounts in the amount of \$179,828.13 to the County Auditor for 2010 real property tax list and duplicate.

(Itemized listing of delinquent accounts available for review at the Commissioners' Office until no longer of administrative value).

Vote on Motion Mr. O'Brien Aye Mr. Thompson Aye Mr. Hanks Aye

**RESOLUTION NO. 09-1351**

**IN THE MATTER OF CERTIFYING TO THE COUNTY AUDITOR SANITARY SEWER CAPACITY CHARGES FOR GARY HERSHEY:**

**COMMISSIONERS JOURNAL NO. 53 - DELAWARE COUNTY  
MINUTES FROM REGULAR MEETING HELD OCTOBER 26, 2009**

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It was moved by Mr. O'Brien, seconded by Mr. Hanks to certify the Sanitary Sewer Capacity Charges as follows:

**Gary Hershey  
Genoa Township**

In the amount of \$6,320.00 with \$1,181.84 finance charge (pro-rated over a 5 year period) making total of \$7,501.84 for placement on tax duplicate. Bi-annual payment being \$750.18.

Vote on Motion Mr. Hanks Aye Mr. Thompson Aye Mr. O'Brien Aye

**RESOLUTION NO. 09-1352**

**IN THE MATTER OF AMENDING THE CHILD CARE PROVIDER CONTRACTS BETWEEN THE DELAWARE COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES, THE DELAWARE COUNTY COMMISSIONERS AND CHILD CARE PROVIDERS AS LISTED:**

It was moved by Mr. O'Brien, seconded by Mr. Hanks to approve the following:

Whereas, Delaware County contracts with Child Care providers in accordance with state and federal regulations, and

Whereas, the Director of Job & Family Services recommends approval of the following contract amendments;

Now Therefore Be It Resolved that the Delaware County Board of Commissioners approve the following contract amendments for Child Care providers:

**Samantha Carter**

AMENDMENT TO PURCHASE OF CHILD CARE SERVICES CONTRACT  
AMENDMENT NO. 1

This amendment, effective August 23, 2009 is to amend the Purchase of Child Care Services Contract between the Delaware County Department of Job and Family Services and Samantha Carter entered into on the 1<sup>st</sup> day of January, 2009

<b><u>RATE CHANGES:</u></b>	Full Time	Part Time	Hourly
Infants	\$ 128.12	\$111.79	\$ 5.43
Toddler	\$ 152.25	\$100.82	\$ 5.12
Pre-K	\$ 127.62	\$ 99.83	\$ 5.39
School Age	\$ 104.66	\$ 74.50	\$ 6.30
Summer	\$ 128.66	\$103.24	\$ 6.38

**Nancy Lucas**

AMENDMENT TO PURCHASE OF CHILD CARE SERVICES CONTRACT  
AMENDMENT NO. 2

This amendment, effective January 1, 2009, is to amend the Purchase of Child Care Services Contract between the Delaware County Department of Job and Family Services and Nancy Lucas entered into on the 1st day of January 2009.

**Article 4. Cost and Delivery of Purchased Services:**

(A) Payment Rates: The total amount of services to be reimbursed under this contract is increased from \$75,000 to \$100,000 .

**Flying Dozer/ Bright Starts**

AMENDMENT TO PURCHASE OF CHILD CARE SERVICES CONTRACT  
AMENDMENT NO. 3

This amendment, effective November 1, 2009 is to amend the Purchase of Child Care Services Contract between the Delaware County Department of Job and Family Services and Flying Dozer Learning Center entered into on the 1st day of January, 2009

**NAME CHANGE:**

From: Flying Dozer Learning Center  
To: **Bright Starts**

COMMISSIONERS JOURNAL NO. 53 - DELAWARE COUNTY  
MINUTES FROM REGULAR MEETING HELD OCTOBER 26, 2009

**Kindercare/New Albany**

AMENDMENT TO PURCHASE OF CHILD CARE SERVICES CONTRACT  
AMENDMENT NO. 1

This amendment, effective January 1, 2009, is to amend the Purchase of Child Care Services Contract between the Delaware County Department of Job and Family Services and Kindercare Learning Center/New Albany entered into on the 1st day of January 2009.

Article 4. Cost and Delivery of Purchased Services:

(A) Payment Rates: The total amount of services to be reimbursed under this contract is increased from \$55,000.00 to \$75,000.00.

Vote on Motion Mr. Thompson Aye Mr. O'Brien Aye Mr. Hanks Aye

**RESOLUTION NO. 09-1353**

**IN THE MATTER OF APPROVING A CONTRACT BETWEEN THE DELAWARE COUNTY BOARD OF COMMISSIONERS AND COVERALL HEALTH BASED CLEANING COMPANY FOR CARPET CLEANING SERVICES FOR DELAWARE COUNTY:**

It was moved by Mr. O'Brien, seconded by Mr. Hanks to approve the following:

Whereas, the Facilities Supervisor recommends approval of the following contract;

Now Therefore Be It Resolved, that the Delaware County Board of Commissioners approve the following contract with Coverall Health Based Cleaning Company For Carpet Cleaning Services For Delaware County:

**Delaware County Board of Commissioners  
Contract**

This Contract made by and between:

**Coverall Health Based Cleaning Company  
555 Metro Place N Suite 450  
Dublin, Ohio 43017**

(the "Contractor") and the Delaware County Board of Commissioners (the "Owner").

In consideration of the mutual promises herein contained, the Delaware County Board of Commissioners and the Contractor agree as set forth below:

**ARTICLE 1**

1.1 The Contractor shall provide the services as described in the invitation to bid (ITB), which is attached hereto as Exhibit "A", and as necessary to produce the results intended by the Bid Documents for:

**ITB #09-03 – Carpet Cleaning Services  
For Delaware County, Ohio**

**ARTICLE 2**

2.1 The Delaware County Board of Commissioners shall pay the Contractor for the performance of this Contract, subject to additions and deletions as provided in the bid documents, an estimated annual value of Ten Thousand Eighty One Dollars (\$10,081.00 ), based upon the unit pricing set forth in the proposal, submitted by the Contractor and opened on June 15, 2009.

2.2 The Contract Price shall be paid in current funds by the Owner upon payment requests issued by the Contractor as services are provided and approved by the Delaware County Board of Commissioners as provided in the Bid Documents.

**ARTICLE 3**

3.1 The original term of this contract shall be for Two (2) years, beginning September 1, 2009, and ending August 31, 2011.

3.2 This contract may be renewed at the end of the original period for up to two (2) additional one (1) year periods, if agreed upon in writing by both parties.

**COMMISSIONERS JOURNAL NO. 53 - DELAWARE COUNTY  
MINUTES FROM REGULAR MEETING HELD OCTOBER 26, 2009**

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3.3 The Delaware County Board of Commissioners may, at its sole option, terminate this Contract with the contractor upon thirty (30) days written notice of its intent to do so. Furthermore, it is understood and agreed that should the contractor fail to provide the quality of good and/or service(s) as specified in the bid instructions, such failure shall constitute a breach of this Contract. Upon a breach of the Contract, the Delaware County Board of Commissioners may, at its sole option, terminate this Contract with the contractor effective immediately upon written notice of its intent to do so.

**ARTICLE 4**

4.1 This Contract shall embody the entire understanding of the parties and form the basis of the Contract between the Delaware County Board of Commissioners and the Contractor. The Bid Documents shall be considered to be incorporated by reference into this Contract as if fully rewritten herein, and made a part hereof. This Contract, along with all documents incorporated by reference, shall supersede all prior understandings and agreements relating to the subject matter hereof, and may only be amended in writing with the mutual consent and agreement of the parties.

4.2 The Contract and any modification, amendments or alterations thereto shall be governed, construed and enforced by and under the laws of the State of Ohio. Any legal action arising pursuant to this Contract shall be filed in and heard before the courts of Delaware County, Ohio.

4.3 If any term or provision of the Contract, or the application thereof to any person or circumstance, is finally determined, to be invalid or unenforceable by a court of competent jurisdiction, the remainder of the Contract or the application of such term or provision to other persons or circumstances, shall not be affected thereby, and each term and provision of the Contract shall be valid and enforced to the fullest extent permitted by law.

4.4 To the fullest extent permitted by law, the Contractor shall indemnify, save and hold the Delaware County Board of Commissioners, its officers, agents, servants, and employees free and harmless of all actions, claims, demands, judgments, damages, losses and expenses, including but not limited to attorney's fees, arising from any accident or occurrence related in any manner to the Contractor's performance of this Contract. The Contractor shall undertake to defend, at its own expense, any and all actions, claims, or demands brought against the Delaware County Board of Commissioners by reason of the things above specified, and to pay, settle, compromise and procure the discharge of any and all judgments, damages, losses and expenses, including but not limited to attorney's fees. No employee of the Contractor shall at any time be considered an agent or employee of the Delaware County Board of Commissioners.

4.5 Insurance:

4.5.1 General Liability Coverage: Contractor shall maintain commercial general liability insurance with a limit of not less than \$1,000,000 each occurrence with an annual aggregate of not less than \$2,000,000, including coverage for subcontractors, if any.

4.5.2 Automobile Liability Coverage: Contractor shall maintain automobile liability insurance with a limit of not less than \$1,000,000 each accident. Such coverage shall include coverage for owned, hired and non-owned automobiles.

4.5.3 Workers' Compensation Coverage: Contractor shall maintain workers' compensation coverage as required by the laws of the State of Ohio.

4.5.4 Additional Insureds: The County, its elected officials and employees, shall be named as additional insureds with respect to all activities under this Contract in the policies required by Subsection 4.5.

4.5.5 Proof of Insurance: Prior to the commencement of any work under this Contract, Contractor shall furnish the County with properly executed certificates of insurance for all insurance required by this Contract. Certificates of insurance shall provide that such insurance shall not be cancelled without thirty (30) days prior written notice to the County. Contractor will replace certificates for any insurance expiring prior to completion of work under this Contract.

4.6 No waiver of breach of any provision of this Contract shall in any way constitute a waiver of any prior, concurrent, subsequent, or future breach of this Contract or any other provision hereof. No term or provision of this Contract shall be deemed waived, and no breach excused, unless such a waiver or consent is expressly made in writing and signed by the party claimed to have waived or consented. Such waiver shall not constitute and shall not in any way be interpreted as a waiver of any other term or provision or future breach unless said waiver expressly states an intention to waive another specific term or provision or future breach.

4.7 For all services being provided under this Contract, the Delaware County Board of Commissioners shall have the right and Contractor agrees to allow the inspection and examination of any and all books, accounts, invoices, records, writings, or documentation of any type and in any form which it maintains in relation to performing said services

**COMMISSIONERS JOURNAL NO. 53 - DELAWARE COUNTY  
MINUTES FROM REGULAR MEETING HELD OCTOBER 26, 2009**

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4.8 The Contract shall be binding on the Contractor and the Delaware County Board of Commissioners, their successors and assigns, in respect to all covenants and obligations contained in the Contract, but the Contract may not be assigned by the Contractor without the prior written consent of the Delaware County Board of Commissioners.

4.9 Ohio Revised Code Section 3517.13 I(3) and J(3) requires that no political subdivision shall award any contract for the purchase of goods with a cost aggregating more than ten thousand dollars in a calendar year or services with a cost aggregating more than ten thousand dollars in a calendar year to a corporation, business trust, individual, partnership or other unincorporated business, association, including, without limitation, a professional association organized under Chapter 1785 of the Revised Code, estate, or trust unless the political subdivision has received for that calendar year, or the contract includes, a certification that the individuals named in Revised Code Sections 3517.13(I)(1) and (J)(1) are in compliance with the aforementioned provisions. The Contractor/Provider, therefore, is required to complete the attached certificate/affidavit entitled "Certification/Affidavit in Compliance With O.R.C. Section 3517.13." Failure to complete and submit the required aforementioned certificate/affidavit with the Contract will prohibit the County from entering, proceeding, and/or performing the Contract. Such certification is attached to this Contract and by this reference made a part thereof.

4.10 Contractor certifies that it has no outstanding findings for recovery pending or issued against it by the State of Ohio.

4.11 Contractor certifies that it does not provide material assistance to any organization on the United States Department of State Terrorist Exclusion list. Pursuant to R.C. § 2909.33, Contractor agrees to make such certification by completing the declaration of material assistance/nonassistance described in R.C. § 2909.33(A) and understands that this Contract is contingent upon full completion of such certificate and "No" being the response to all questions in the Declaration portion of the certificate. Such certification is attached to this Contract and by this reference made a part of this Contract.

**ARTICLE 5**

5.1 It is expressly understood by the Contractor that none of the rights, duties and obligations described in the Contract shall be valid and enforceable unless the Delaware County Auditor first certifies funds are available.

5.2 The Contract shall become binding and effective upon the completion of 5.1 and execution by the Delaware County Board of Commissioners.

**ARTICLE 6**

6.1 This Contract has been executed in several counterparts, each of which shall constitute a complete original Contract, which may be introduced in evidence or used for any other purpose without production of any other counterparts.

Vote on Motion Mr. O'Brien Aye Mr. Thompson Aye Mr. Hanks Aye

**RESOLUTION NO. 09-1355**

**IN THE MATTER OF POSTPONING A VOTE ON RESOLUTION NO. 09-1354 (APPROVING A CONTRACT BETWEEN THE DELAWARE COUNTY BOARD OF COMMISSIONERS AND DDP MAILING & PRINTING FOR PRESORT POSTAGE DISCOUNT PROGRAMS FOR DELAWARE COUNTY):**

It Was Moved By Mr. O'Brien, Seconded By Mr. Hanks To Postpone A Vote On Resolution No. 09-1354 (Approving A Contract Between The Delaware County Board Of Commissioners And DDP Mailing & Printing For Presort Postage Discount Programs For Delaware County).

Vote on Motion Mr. Hanks Aye Mr. Thompson Aye Mr. O'Brien Aye

**RESOLUTION NO. 09-1354**

**IN THE MATTER OF APPROVING A CONTRACT BETWEEN THE DELAWARE COUNTY BOARD OF COMMISSIONERS AND DDP MAILING & PRINTING FOR PRESORT POSTAGE DISCOUNT PROGRAMS FOR DELAWARE COUNTY:**

*It was moved by Mr. Hanks, seconded by Mr. O'Brien to approve the following:*

*Whereas, the Facilities Supervisor recommends approval of the following contract;*

*Now Therefore Be It Resolved, that the Delaware County Board of Commissioners approve the following*



**COMMISSIONERS JOURNAL NO. 53 - DELAWARE COUNTY  
MINUTES FROM REGULAR MEETING HELD OCTOBER 26, 2009**

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*contract with DDP Mailing & Printing for Presort Postage Discount Programs For Delaware County:*

**Delaware County Board of Commissioners**

**Contract**

*This Contract made by and between:*

**DDP Mailing & Printing  
320 London Rd.  
Delaware, OH 43015**

*(the "Contractor") and the Delaware County Board of Commissioners (the "Owner").*

*In consideration of the mutual promises herein contained, the Delaware County Board of Commissioners and the Contractor agree as set forth below:*

**ARTICLE 1**

*1.1 The Contractor shall provide the services as described in the response to the Request for Proposals (RFP), which is attached hereto as Exhibit "A", and as necessary to produce the results intended by the RFP Documents for:*

**RFP #09-03 – Presort Postage Discount Programs  
For Delaware County, Ohio**

**ARTICLE 2**

*2.1 The Contractor for the performance of this Contract, subject to additions and deletions as provided in the documents, at no cost, based upon the proposal, submitted by the Contractor and opened on September 4, 2009.*

**ARTICLE 3**

*3.1 The original term of this contract shall be for Two (2) years, beginning October 15, 2009, and ending October 14, 2011.*

*3.2 This contract may be renewed at the end of the original period for up to two (2) additional one (1) year periods, if agreed upon in writing by both parties.*

*3.3 The Delaware County Board of Commissioners may, at its sole option, terminate this Contract with the contractor upon written notice of its intent to do so. Furthermore, it is understood and agreed that should the contractor fail to provide the quality of good and/or service(s) as specified in the bid instructions, such failure shall constitute a breach of this Contract. Upon a breach of the Contract, the Delaware County Board of Commissioners may, at its sole option, terminate this Contract with the contractor effective immediately upon written notice of its intent to do so.*

*3.4 The Contractor may terminate this agreement with the Owner by providing thirty (30) days written notice should changes by United States Postal Service (USPS) or their partner no longer allow the contractor to provide the services as described in the RFP.*

**ARTICLE 4**

*4.1 This Contract shall embody the entire understanding of the parties and form the basis of the Contract between the Delaware County Board of Commissioners and the Contractor. The Bid Documents shall be considered to be incorporated by reference into this Contract as if fully rewritten herein, and made a part hereof. This Contract, along with all documents incorporated by reference, shall supersede all prior understandings and agreements relating to the subject matter hereof, and may only be amended in writing with the mutual consent and agreement of the parties.*

*4.2 The Contract and any modification, amendments or alterations thereto shall be governed, construed and enforced by and under the laws of the State of Ohio. Any legal action arising pursuant to this Contract shall be filed in and heard before the courts of Delaware County, Ohio.*

*4.3 If any term or provision of the Contract, or the application thereof to any person or circumstance, is finally determined, to be invalid or unenforceable by a court of competent jurisdiction, the remainder of the Contract or the application of such term or provision to other persons or circumstances, shall not be affected thereby, and each term and provision of the Contract shall be valid and enforced to the fullest extent permitted by law.*

*4.4 To the fullest extent permitted by law, the Contractor shall indemnify, save and hold the Delaware*

**COMMISSIONERS JOURNAL NO. 53 - DELAWARE COUNTY  
MINUTES FROM REGULAR MEETING HELD OCTOBER 26, 2009**

---

County Board of Commissioners, its officers, agents, servants, and employees free and harmless of all actions, claims, demands, judgments, damages, losses and expenses, including but not limited to attorney's fees, arising from any accident or occurrence related in any manner to the Contractor's performance of this Contract. The Contractor shall undertake to defend, at its own expense, any and all actions, claims, or demands brought against the Delaware County Board of Commissioners by reason of the things above specified, and to pay, settle, compromise and procure the discharge of any and all judgments, damages, losses and expenses, including but not limited to attorney's fees. No employee of the Contractor shall at any time be considered an agent or employee of the Delaware County Board of Commissioners.

4.5 Insurance:

4.5.1 General Liability Coverage: Contractor shall maintain commercial general liability insurance with a limit of not less than \$1,000,000 each occurrence with an annual aggregate of not less than \$2,000,000, including coverage for subcontractors, if any.

4.5.2 Automobile Liability Coverage: Contractor shall maintain automobile liability insurance with a limit of not less than \$1,000,000 each accident. Such coverage shall include coverage for owned, hired and non-owned automobiles.

4.5.3 Workers' Compensation Coverage: Contractor shall maintain workers' compensation coverage as required by the laws of the State of Ohio.

4.5.4 Additional Insureds: The County, its elected officials and employees, shall be named as additional insureds with respect to all activities under this Contract in the policies required by Subsection 4.5.

4.5.5 Proof of Insurance: Prior to the commencement of any work under this Contract, Contractor shall furnish the County with properly executed certificates of insurance for all insurance required by this Contract. Certificates of insurance shall provide that such insurance shall not be cancelled without thirty (30) days prior written notice to the County. Contractor will replace certificates for any insurance expiring prior to completion of work under this Contract.

4.6 No waiver of breach of any provision of this Contract shall in any way constitute a waiver of any prior, concurrent, subsequent, or future breach of this Contract or any other provision hereof. No term or provision of this Contract shall be deemed waived, and no breach excused, unless such a waiver or consent is expressly made in writing and signed by the party claimed to have waived or consented. Such waiver shall not constitute and shall not in any way be interpreted as a waiver of any other term or provision or future breach unless said waiver expressly states an intention to waive another specific term or provision or future breach.

4.7 For all services being provided under this Contract, the Delaware County Board of Commissioners shall have the right and Contractor agrees to allow the inspection and examination of any and all books, accounts, invoices, records, writings, or documentation of any type and in any form which it maintains in relation to performing said services

4.8 The Contract shall be binding on the Contractor and the Delaware County Board of Commissioners, their successors and assigns, in respect to all covenants and obligations contained in the Contract, but the Contract may not be assigned by the Contractor without the prior written consent of the Delaware County Board of Commissioners.

4.9 Ohio Revised Code Section 3517.13 I(3) and J(3) requires that no political subdivision shall award any contract for the purchase of goods with a cost aggregating more than ten thousand dollars in a calendar year or services with a cost aggregating more than ten thousand dollars in a calendar year to a corporation, business trust, individual, partnership or other unincorporated business, association, including, without limitation, a professional association organized under Chapter 1785 of the Revised Code, estate, or trust unless the political subdivision has received for that calendar year, or the contract includes, a certification that the individuals named in Revised Code Sections 3517.13(I)(1) and (J)(1) are in compliance with the aforementioned provisions. The Contractor/Provider, therefore, is required to complete the attached certificate/affidavit entitled "Certification/Affidavit in Compliance With O.R.C. Section 3517.13." Failure to complete and submit the required aforementioned certificate/affidavit with the Contract will prohibit the County from entering, proceeding, and/or performing the Contract. Such certification is attached to this Contract and by this reference made a part thereof.

4.10 Contractor certifies that it has no outstanding findings for recovery pending or issued against it by the State of Ohio.

4.11 Contractor certifies that it does not provide material assistance to any organization on the United States Department of State Terrorist Exclusion list. Pursuant to R.C. § 2909.33, Contractor agrees to make such certification by completing the declaration of material assistance/nonassistance described in R.C. § 2909.33(A) and understands that this Contract is contingent upon full completion of such certificate and "No" being the response to all questions in the Declaration portion of the certificate. Such certification is

COMMISSIONERS JOURNAL NO. 53 - DELAWARE COUNTY  
MINUTES FROM REGULAR MEETING HELD OCTOBER 26, 2009

attached to this Contract and by this reference made a part of this Contract.

**ARTICLE 5**

5.1 It is expressly understood by the Contractor that none of the rights, duties and obligations described in the Contract shall be valid and enforceable unless the Delaware County Auditor first certifies funds are available.

5.2 The Contract shall become binding and effective upon the completion of 5.1 and execution by the Delaware County Board of Commissioners.

**ARTICLE 6**

6.1 This Contract has been executed in several counterparts, each of which shall constitute a complete original Contract, which may be introduced in evidence or used for any other purpose without production of any other counterparts.

Vote on Motion Mr. Hanks Mr. Thompson Mr. O'Brien

**RESOLUTION NO. 09-1356**

**IN THE MATTER OF APPROVING AN ADVANCE FOR THE PROSECUTOR'S OFFICE VICTIM'S ASSISTANCE DEPARTMENT FOR A CIVIL ORDER PROTECTION SPECIALIST:**

It was moved by Mr. O'Brien, seconded by Mr. Hanks to approve the following:

Whereas, the County Administrator recommends an advance of funds from the General Fund to the Prosecutor's Violence Against Women's grant in the amount of \$3500.00.

Now Therefore Be it Resolved that the Delaware County Board of County Commissioners approve:

**Transfer of Advance**

<b>From</b>	<b>To</b>	
10011102	23412303	\$ 3,500.00
Comm General	VOCA ARRA	

The Prosecutor's Office was awarded a stimulus grant in which they requested a 15% advance from the state. However, the Office has not received the advance and staff is not exactly sure when it will be received. The Office has hired a Civil Protection Order Specialist that started on October 26, 2009 and to be prepared to have the funds for her pay the staff is requesting an advance from the commissioners.

Vote on Motion Mr. Thompson Aye Mr. O'Brien Aye Mr. Hanks Aye

**RESOLUTION NO. 09-1357**

**IN THE MATTER OF APPROVING SUPPLEMENTAL APPROPRIATIONS FOR THE PROSECUTORS OFFICE:**

It was moved by Mr. O'Brien, seconded by Mr. Hanks to approve the following:

<b>Supplemental Appropriations</b>		
23412303-4509	VOCA ARRA /Federal Grant	\$3,298.00
23412303-5001	VOCA ARRA/Compensation	\$4500.00
23412303-5102	VOCA ARRA /Workers Compensation	\$ 90.00
23412303-5120	VOCA ARRA /OPERS	\$ 630.00
23412303-5131	VOCA ARRA /Medicare	\$ 65.25

Vote on Motion Mr. Hanks Aye Mr. Thompson Aye Mr. O'Brien Aye

**RESOLUTION NO. 09-1358**

**IN THE MATTER OF APPROVING TRANSFER OF APPROPRIATIONS FOR 911 COMMUNICATIONS DEPARTMENT:**

It was moved by Mr. O'Brien, seconded by Mr. Hanks to approve the following:

<b>Transfer of Appropriations</b>		<b>Amount</b>
<b>From</b>	<b>To</b>	
21411306 - 5450	21411306 - 5260	\$ 60,150.00



**COMMISSIONERS JOURNAL NO. 53 - DELAWARE COUNTY  
MINUTES FROM REGULAR MEETING HELD OCTOBER 26, 2009**

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**IN THE MATTER OF ADJOURNING THE MEETING:**

It was moved by Mr. O'Brien, seconded by Mr. Hanks to adjourn the meeting.

Vote on Motion Mr. Hanks      Aye      Mr. Thompson      Aye      Mr. O'Brien      Aye

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Todd Hanks

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Ken O'Brien

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Tommy Thompson

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Letha George, Clerk to the Commissioners